IN THE DISTRICT COURT OF TULSA COUNTY, STATE OF OKLAHOMA

Jackson Undertaking Co.
Plaintiff

vs

No. 23371

The city of Tulsa, Oklahoma
a municipal corporation :
T.D. Evans, ex-mayor of Tulsa:
J.M. Adkinson, ex-police commissioner
of Tulsa, Oklahoma: Smith, Blaine Ex Chief of Police
The St. Clair Oial Company, a corporation
Charles J. Younkman, Herman F. Newblock, John
A. Gustafson, O.A. Steiner Commissioners and the
National Surety Company, a Corp. U.S. Fidelity & Guaranty
Company, a Corp. The Lion Bonding & Surety Co. a Corp.
Defendants

PETITION.

Comes now the plaintiffand for cause of action against the defendants and each of them, respectfully states to the court that he was, and at all times hereinafter mentioned, a resident of the city of Tulsa, state of Oklahoma. Plaintiff alleges that the defendant, the city of Tulsa, is a municipal corporation, organized and doing business under a charter form of government.

Plaintiff complains of the defendants and each of them and for cause of action, states that:

1. That previous to June 1, 1921, plaintiff was living quietly and peaceably, demeaning himself as a law-abiding citizen of the city of Tulsa and state of Oklahoma. That he was, without warrant or process from any court of competent jurisdiction, forcibly arrested and taken to a detention camp, arranged by the defendant, the city of Tulsa and it's city officials, aforementioned and named against his will and consent. That said detention camp had been previously arranged for the concentration of the colored people of the defendant city. That his arrest was affected by agents, servants and employees of the defendant city and by the direction of the officials

above named and mentioned. That prior to June 1, 192, the defendant owned real estate and personal property hereinafter more particularly described and set out, that was standing and left intact when he was taken away. That plaintiff was res rained of his liberty by the defendant, the city of Tulsa and by the defendants above named and mentioned, it's servants, agents and employees, for more than twenty four hours and that when he was released and allowed to return to his home, his property hereinafter described with all personal effects, his homestead and other houses, had been burned to the ground as were other houses in that immediate vicinity.

2. Plaintiff alleges that the defendant, the city of Tulsa Oklahoma, derives it's city governmental authority from a charter. By the terms of said charter the city should have passed and enacted adequate ordinances and laws for the protection of all of it's citizens which it failed and ommitted to do. That the defendant, the city of Tulsa, by reason of the negligence of it's servants, agents and employees, failed and neglected to enact ordinances for the protection of citizens of Tulsa. That sai d city failed, neglected and refused at all times to pass ordinances and laws, prohibiting conspiracy between the city's officials, servants, agents and employees and with other persons in said city. That by reason of the failure to enact such ordinances and laws, for the protection of it's citizens, the city's officials and other persons, working in conjunction with the city's officials and with the city's servants, agents and employees, did, prior to June 1, 1921, form a conspiracy for the purpose and to the end of destroying the life of the citizens of Tulsa and to destroy property of said citizens, and did, in furtherance of the conspiracy and the intention thereof, said city's officials, it's servants, agents and employees, did burn and destroy the plaintiff's property, houses, personal effects and all personal property contained therein, to the damage of $ 10,186.73 and because of no ordinance to the contrary.

2a. That the National Surety Company is a corporation duly organized and existing under and by virtue of the laws of the State of New York and authorized to become sole surety on bonds in the State of New York and authorized to become sole surety on bonds in the State of Oklahoma as surety.

That the Lion Bonding and Surety Company is a corporation duly incorporated under the laws of the State of Nebraska and authorized to become sole surety on the bonds in the State of Oklahoma as surety.

That the United States Fidelity & Guaranty Company is a corporation duly incorporated under the laws of the State of Maryland, and are authorized to become sole surety on bonds in the State of Oklahoma as surety.

That the defendant, the Lion Bonding & Surety Company executed a ~~cer-tain~~ certain bond in the sum of $3,000.00 as bondsman of the said Chief of Police and co-defendant herein, John A. Gustafson, a copy of which bond is hereto attached and marked Exhibit "A", and by reason of said bond the said Lion Bonding & Surety Company are liable for the wrongful acts of the said John A. Gustafson and his malefeasance in office as Chief of Police, executed and delivered hereto attached and marked Exhibit "B", and that by reason of the said bond the National Surety Company is liable for the wrongful acts of the said W. H. McCullough, then sheriff of the County of Tulsa.

That the United States Fidelity & Guaranty Company made, executed and delivered a certain bond on behalf of Charles S. Youngman in the sum of $10,000.00 a copy of said bond could not be obtained for this reason is not attached, and by reason of the said bond are herein and then one of the City Commissioners of the City of Tulsa.

And the defendant the United States Fidelity & Guaranty Company made, executed and delivered a certain bond in behalf of T. D. Evans, one of the co-defendants herein in the sum or $10,000.00 a copy of which bond is hereto attached and marked Exhibit "D", and that by reason of said bond are liable for the wrongful acts of said T. D. Evans, defendant herein , and the Mayor of the City of Tulsa.

3. That said J.R. Blaine, being at that time, a servant agent, and employee of the city of Tulsa, acting in the capacity of captain of the police department, did ride in an airplane, drop and cause to be dropped, turpentine balls and bombs down and upon the houses of the plaintiff and divers other persons in the city of Tulsa. That the said T.D. Evans, the mayor of the city of Tulsa, J.M. Adkinson, the Police commissioner of the city of Tulsa and the said J.R. Blaine, al servants, agents and employees of the city of Tulsa, acting in their capacity as mayor, police commissioner, chief of police and captain of the police department, did form said conspiracy with other agents, servants and employees of said city and divers others persons, to kill citizens and to destroy the property of certain colored citizens of Tulsa; and in pursuance thereof, did destroy the property of the plaintiff herein. That said damage to the plaintiff was occasioned because the city's law-making body, in disregard of the provisions of't charter, failed, refused and neglected to enact and pass ordinances and laws prohibiting the forming of a conspiracy as afore mentioned and set out, which resulted directly in the burning and total destruction of the plaintiff's property. That on the thirty first day of May, 1921, and on the first of June, 1921, plaintiff was the owner of the property hereinafter described and set out, that was destroyed as a result of the conspiracy heretofore alleged. Said property described and destroyed is as follows:

1 five room frame house Lot 1 Block 3
1-3 room house " " " "
2-6 room houses Block 19-20-Lot-1-2

Houses on real estate, valued at	$ 3500.00
Loss of rent on said houses	$
Personal property and personal effects, valued at	$ ~~1891.00~~
Total value of property destroyed and lost by defendant	$5391.73

Plaintiff further alleges that since the burning of his houses above stated and the destruction and burning of his personal property, that for a long time, thereafter, he was practically out of doors and suffered much inconvenience and humiliation because of the immediate rainfalls thereafter the burning and destruction, during the month of June. That his health has been seriously impaired and that he has been seriously inconvenienced, humiliated and damaged by the defendants and each of them, in the sum of $ 5000.00

4. Plaintiff alleges that the defendant, the St. Clair Oil Company, a corporation, did, at the request and instant of the city's agents, and in furtherance of the conspiracy, afore mentioned and set out, furnish airplanes on the night of May 31, 1921 and on the morning of June 1, 1921, to carry the defendant city's agents servants, and employees, and other persons, being a part of said conspiracy and other conspirators. That the said J.R. Blaine, captain of the police department, with others, was carried in said airplane, which dropped turpentine balls and bombs down and upon the houses of the plaintiff, which destroyed said houses and the personal effects therein and divers other persons in the vicinity. That by reason of the use of said airplanes, aforementioned, the plaintiff is damaged in the sum of $ 15,181.73

That by reason of the defendants and each of them, failing to discharge their whole duty under the law and by reason of the failure of the city to have adequate laws for the protection of the citizens and the city of Tulsa and in disregard of the city charter, plaintiff was damaged by the defendants and each of them in the sum of $ 15 181,73

That the plaintiff filed a claim of loss of damage with the city clerk, according to law; a copy of said claim is hereto attached, marked exhibit "A" and made a part of this petition.

WHEREFORE: Plaintiff prays judgment against the defendants and each of them as follows:

Against the defendant city of Tulsa for burning and destruction of property afore mentioned and described $10,181.73

For the loss of rent on said houses ——

For humiliation, inconvenience and injury to plaintiff's health $5000.00

Against the remaining defendants and each of them as afore mentioned and described 2

$15181.73

Total judgment against the defendants

That plaintiff recover the costs of this action and for such other and further relief as the court in the premises deems proper.

Elisha Scott

Geo. W. Carry

Attorneys for plaintiff

(10 One five room house frame building lot 1 block 3,

value	$ 1000.00
Same lot 3 room house	$ 500.00
north side addition block 19 and 20, lot land 2	
2 -- 6 room houses -	$ 2000.00
One Velie touring car value	$ 500.00
personal property	$ 300.00
Total value	$ 4.800,00

Jackson Undertaking Co.
622 East Archer St.,

Burned June 1st.1921.

I Office table	$85.00
2 Office Desks and Chairs	100.00
I Duafold	65.00
3 Office Chairs ($19.00 each)	50.00
Carpets	500.00
50 Folding Chairs	100.00
I Set for pulpit	200.00
25 Cases of embalming fluid $27.00 per	675.00
2 Sets of Embalming Instruments	100.00
2 Dressers	75.00
2 Beds	50.00
2 Mattresses	25.00
8 Sheets	10.00
4 Blankets	28.00
2 Doz. Pillow slips	24.00
3 Extra Auto Cs. 34X4	108.00
6 Snr.Tubes	24.00
400 yds.Casket lining 65@	260.00
150 yds. .. ... 35@	52.50
75 yds. .. ... 15@	11.25
I Embalming table	125.00
4 Cooling boards $35.00 each	140.00
I Washstand	10.00
50 feet water hose	15.00
4 Church trucks $50.00 each	200.00
2 silk plush caskets	200.00
4 wooden coffin boxes	36.00
I white plush casket	65.00
4 gray 1/2 couch plush	240.00
2 steel gray couch	170.00
2 2/6 white plush	50.00
I mahogany finish casket	117.00
2 5ft.white pl ush	86.00
2 silk 1/2 couch	220.00
I stell couch	115.00
I Vault	65.00
I casket	171.00
4 2ft. caskets	36.00
2 3/6 caskets	62.00
12 ladies robes	180.00
6 ladies robes	45.00
4 ladies robes	22.00
9 men robes	108.00
3 men robes	22.00
2 doz ladies hosery	21.00
I doz white gloves	2.28
4 doz handles	60.00
2 doz handles	18.00

Jackson, Cont'd.

4 sets extensions	$26.00
I doz bail handles	6.00
I doz handles	29.00
I2 name plates	66.00
2 cap lifts	8.40
6 name plates	25.00
I doz baby handles	6.50
6 doz out box handles	32.00
I box excelsior	3.00
I0 box nails and screws	5.50
2 cross off grave markers	44.50
I ambulance truck	65.00
4 chairs for ambulance	48.00
	$538I.73

IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA.

Jackson Undertaking Company, Plaintiff,	)	
	)	
vs.	)	No. 23,371
	)	
The City of Tulsa, Oklahoma, et al., Defendants.	)	

DISMISSAL

Comes now the plaintiff and dismisses the above styled and numbered cause, without prejudice to future action, this 31 day of May, 1937.

Elisha Scott
Attorney for Plaintiff.

No. 23,371

IN THE DISTRICT COURT OF TULSA COUNTY,
OKLAHOMA.

Jackson Undertaking Company, Plaintiff,

vs.

City of Tulsa et al., Defendants.

DISMISSAL

DISTRICT COURT
STATE OF OKLAHOMA, TULSA COUNTY
JUN 30 1937
CAL CRUM, COURT CLERK

GIBSON & HOLLEMAN
ATTORNEYS & COUNSELORS
NATIONAL BANK OF TULSA BLDG.
TULSA, OKLAHOMA

IN THE DISTRICT COURT OF TULSA COUNTY, OKLAHOMA.

Jackson Undertaking Company, Plaintiff,	)	
	)	
vs.	)	No. 23,371
	)	
City of Tulsa, Oklahoma, et al., Defendants.	)	

ORDER OF DISMISSAL

Now on this 3rd day of July, 1937, the above entitled matter came on for hearing upon the dismissal of this cause by the plaintiff, and the court being advised in the premises, this cause is hereby dismissed.

Bradford Wilkinson
Judge

IN THE DISTRICT COURT OF TULSA COUNTY,
OKLAHOMA.

Jackson Undertaking Co., Plaintiff,

vs.

City of Tulsa et al., Defendants.

151-634

ORDER OF DISMISSAL

D'STRICT COURT
STATE OF OKLAHOMA, TULSA COUNTY
FILED
JUL 6 - 1937
CAL CRUM, COURT CLERK

GIBSON & HOLLEMAN
ATTORNEYS & COUNSELORS
NATIONAL BANK OF TULSA BLDG.
TULSA, OKLAHOMA